

12

EXHIBIT

M&T Bank

Customer Asset Management  
475 Crosspoint Parkway, Getzville, NY 14068

December 24, 2021

Forbearance ended 10/26/2021

JOANNE M ROMAN  
102 ARTLEE AVE  
BUTLER PA 16001-2771

M&T Bank Account Number Ending: xxxxxx3120

Dear Joanne Roman:

Our records indicate you filed a petition of chapter 7 of the Bankruptcy Code on March 22, 2021, for which you received a discharge on July 7, 2021. Nothing in this letter is to be construed as an attempt to collect a debt against you personally or an attempt to revive personal liability on any discharged debt. References to "debt," "payment," "loan balance," or "principal balance" elsewhere in this letter should be read as references to amounts secured by the Mortgage or Deed of Trust. This correspondence is solely in response to your recent correspondences dated November 4, 2021, November 22, 2021, and your numerous email correspondences to Mortgage Electronic Registration Systems, Inc. (MERS) between November 20, 2021, and November 24, 2021.

We strive to exceed our customers' expectations with superior quality and service. On behalf of M&T Bank, I apologize for any inconvenience you may have experienced.

We determined some of the requests are duplicative and/or substantively similar to that previously received dated December 29, 2020, February 22, 2021, May 6, 2021, January 20, 2021, and October 10, 2021, to which responses were issued on February 5, 2021, March 10, 2021, August 9, 2021, and October 28, 2021. A copy of the most recent response dated October 28, 2021, is enclosed.

Should we continue to receive substantively similar requests we reserve the right allowed under federal and state law and regulation to not respond to such future requests. We will of course continue to review any requests received from you regarding your mortgage loan to determine if you have new concerns about how your mortgage loan has been serviced by us, but we reserve the right to only respond to new or substantive issues raised in your future requests.

Per your request, we have removed attorney Douglas G. Hipp, Esquire, as an authorized third party on your mortgage loan. I have enclosed the letter dated November 19, 2021, confirming his removal from your mortgage loan.



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The payoff letter dated January 11, 2021, was sent to you, and faxed at your request to Nick Supik on January 11, 2021. The same payoff letter was included as an enclosure in our response letter dated February 5, 2021. Since some of your concerns were already addressed in that response, the letter including the enclosures were provided again in the response letters dated August 9, 2021, and October 28, 2021. We apologize for any confusion this may have caused.

We are not associated with Nick Supik and we did not hire Nick Supik to sell your home. Our records indicate we received a letter dated December 29, 2020, authorizing Nick Supik to receive and discuss account information on the mortgage loan. At your request, the authorization for Nick Supik was revoked effective March 18, 2021.

I have enclosed a copy of the Partial Claim approval letter dated October 12, 2021. The proposed amount of \$22,444.88 includes the past due payments of \$20,446.86, the recoverable corporate advance balance of \$1,510.00 and the escrow shortage of \$488.02. Your letter dated November 22, 2021, confirms that you did receive the Partial Claim documents. On behalf of M&T, I apologize for the delay you incurred regarding the Partial Claim documents. There is no verbal contract regarding the Partial Claim documents. You have the right to have an attorney review these documents. 0220232828

*Requested Disclosure Costs Never Received (New Investor Loan)  
12/31/2021. Never Received*

If you would like a copy of the Enforcement Officer report from Butler Township, Pennsylvania, you should contact them directly. NO report on file — Contacted Butler Township enforcement officer

Regarding your request for a copy of a default Judgement Order for M&T Bank issued by Butler, PA court system; Please be advised, that M&T Bank's right to secure the property has been addressed in our previous responses dated February 5, 2021, August 9, 2021, and October 28, 2021, respectively. We have previously addressed our legal standing in securing the property when it was vacant with our letter dated August 9, 2021. \* Original Contract Mortgage states it can be vacant covered occupancy under RESPA

Regarding your correspondence dated November 22, 2021, please see the enclosed information and documents:

- We have removed your husband, Carmelo Roman Torres, from the Partial Claim documents and will not be required to sign. We sent new Partial Claim documents on December 15, 2021, which were delivered to you by FedEx on December 16, 2021. The executed documents are to be returned no later than December 31, 2021.
- • CoreLogic SolEx, is a vendor hired by us to prepare the partial claim.
- The Assignment and Mortgage Electronic Registration Systems (MERS) Milestone Report.
- • M&T Bank is the servicer of your loan and processes your payments.
- A loan history was previously provided with our response dated August 9, 2021. I have enclosed the loan history from August 9, 2021, to current.
- We have not conducted a title search; however, you may choose to have a title search completed at your own cost.

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- The MERS MIN# was deactivated on April 6, 2021, as a result of the loss mitigation action on the mortgage loan. The deactivation out of MERS does not discharge the mortgage lien on your property.
- The owner of your mortgage loan is M&T Bank-Collateral, 1 Fountain Plaza, Lower Level, Buffalo NY 14203. MERS keeps track of the transfers and modifications to the servicing rights and ownership of your mortgage loan.
- The Partial Claim is a Security Instrument given to the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410. The Borrower would owe the principal sum, payable after the first mortgage. The partial claim will not require payment until the earliest of (1) the mortgage maturity, (2) the sale of property, or (3) the payoff of the mortgage.
- We are aware that your chapter 7 bankruptcy has been discharged. Your mortgage loan has not been reaffirmed. As a result, M&T has not taken any collection actions against you personally. M&T will continue to service the mortgage, which may include reviewing your loan for loss mitigation options upon your request. If you have further questions regarding the effect of a Chapter 7 discharge, please discuss with your bankruptcy attorney as we cannot give you legal advice.
- M&T is the servicer and owner of your mortgage loan. The Partial Claim is separated from the mortgage and is held by HUD, this is offered to you as an option, as a result of the CARES Act. HUD assigns the servicing of the Partial Claim to another entity as a result the servicer of the Partial Claim may assign a different loan number.
- If you choose to accept the Partial Claim, HUD does not collect interest on the Partial Claim. Upon execution of the Partial Claim, you would resume payments to M&T, M&T does not receive interest on the amount of your Partial Claim. The property and preservation expenses from MSI have been addressed in our previous response, they will remain on your Mortgage Statement until they have been paid. As mentioned in our previous responses, M&T did not interfere with you selling your home. M&T complies with all federal and state laws and regulations when drafting loan documents, in addition the Partial Claim Mortgage has been drafted per HUD guidelines, for a property within the Commonwealth of Pennsylvania. You are entitled to have these documents reviewed by an attorney. Regarding your escrow account, as you were advised in your telephone conversation with Carrie K, on October 1, 2021, this would be recalculated after the Partial Claim was signed and executed.
- M&T complies with all federal and state laws and regulations in the preparation of loan documents. This includes Partial Claim Agreements for HUD as part of the CARES Act.
- M&T Bank does not engage in deceptive or unfair servicing practices.
- You purportedly dispute the validity of the debt and make certain demands, all under the purported authority of 15 USC §1692 et seq. (Fair Debt Collection Practices Act). The provisions of the Fair Debt Collection Practices Act do not control your relationship with M&T. M&T is not a debt collector as defined in said Act. Where a bank services debt it originated or debts that were not in default when they were obtained by the bank, they do not fall within the provisions of the Act. The information provided herein should be sufficient to

Did not  
Receive  
Disclosure →  
upon review  
in contract  
to agree

4/14/22  
5/13/22

FHA  
HUD  
mandates  
to provide  
to review  
options  
prior  
to  
signature  
agree  
to  
PLAN



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identify your obligation with M&T and to provide verification of the debt. This information is being provided in good faith in an attempt to address your questions about your mortgage loan. Nothing in this correspondence should be interpreted as an indication that the provisions of the Fair Debt Collection Practices Act are applicable to any actions undertaken by M&T regarding this open mortgage loan (account for consumer).

- Your mortgage loan has not been referred to foreclosure, as such we deny your claim of dual tracking. *REO Property Per MERS 12/4/2020*
- M&T denies your claim that we <sup>NOT</sup> caused you to file bankruptcy. *Discharged Registry 4/6/21*  
*Contributed greatly*

Regarding your correspondence with MERS from November 24, 2021.

We've confirmed the following:

1. Joshua Wilkman is an authorized signer for MERS on behalf of M&T Bank.
2. The MERS MIN number was deactivated in MERS online on April 6, 2021, as a result of the delinquency and loss mitigation status on the mortgage loan. The Assignment of Mortgage (AOM) was reprinted for April 9, 2021. *on forbearance / on automatic stay order*
3. This letter is a response to your correspondences to M&T bank on November 4, 2021, and November 22, 2021.
4. The AOM is not fake. *Fraud* M&T Bank facilitated the AOM to support the loss mitigation action. Once the loan is assigned out of MERS, the MIN is deactivated. There is nothing fraudulent about this. *No Constructive Notice given during legal process to Redress recording Vaid, void agree or Disagree*
5. Tammy M. Hamilton is a Signing Officer of M&T Bank and certified the AOM on behalf of M&T Bank and MERS.

As of the date of this letter the mortgage loan is due for the August 1, 2020, monthly mortgage payment. The mortgage loan has not been paid in full.

*Never Returns calls - ?*  
We've assigned Mary Beth Barrett as your Single Point of Contact to assist you with any additional questions you may have. You may contact Mary Beth Barrett directly at 1-800-724-1633, extension 8581. The SPOC hours of operation are Monday through Thursday from 8am - 9pm, Friday from 9am - 5pm ET.

Sincerely,

*Ed Baucke*